



**LICENCE TO OPERATE**

**LONDON BOROUGH OF BROMLEY**

**-and-**

**(LICENCE HOLDER)**

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**LICENCE**

For

Use of site.....

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DATED.....20..

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**THIS LICENCE** is made the.....day of .....Two thousand and .....

**BETWEEN**

**THE LONDON BOROUGH OF BROMLEY COUNCIL** (hereinafter called “the Council”)

And

.....whose registered office is

.....

(Co. Registration No.....) hereto lawfully authorised (hereinafter called “the Licensee”)

## **1.DEFINITIONS**

**“the Council or the Local Authority”** means the Council of the London Borough of Bromley

**“the Licence Fee”** means a fee of £----- per month for the Licence Period

**“the Licence Period”** means every day ..... time ..... or such other day or days or times as agreed by the Council) for twelve months from and including ... 2102..... to.....2013.

**“Parks Services Manager”** means the person or persons for the time being appointed by the Council as being authorised to administer this Agreement on behalf of the Council and may include deputies appointed from time to time and notified in writing to the Contractor.

**“the Sessions”** means each and every occasion each week that the Site is used by the Licensee during the Licence Period and the term “Sessions” means any one of the Sessions.

**“The Site”** means the Site at .....as shall be designated or approved by the Council or such Site within the London Borough of Bromley as the Council shall in their absolute discretion determine.

## **2.THE RIGHT**

Subject to the Licensee complying with the Licensee’s obligations the Council hereby grants to the Licensee the right to use the Site for the Licence period for the purpose of holding fitness classes (“Fitness Classes”).

## **3.THE LICENSEE’S OBLIGATIONS**

The Licensee hereby agrees with the Council as follows:-

- 3.1 To pay the Licence Fee annually in advance
- 3.2 To comply at all times with the Licensee's Method Statement and Accident and Emergency Procedure (so far as they do not conflict with the terms of this Licence which shall prevail).
- 3.3 To keep the Site clean and tidy and ensure that any litter generated by either the Licensee, its representatives or any other person taking part in the fitness classes shall be removed from the Site immediately after each session.
- 3.4 Not to display any signs posters or other advertising materials by means of unlawful fly posting in contravention of Section 224 of the Town and Country Planning Act 1990.
- 3.5 Not to use or suffer or permit to be used the Site for any purpose other than for the holding of Fitness Classes by the Licensee; unless expressly permitted to do so by the Council. Any such consent shall be given in writing by the Council.
- 3.6 To do everything that is reasonably necessary to avoid damage to the Site or any other property of the Council.
- 3.7 In the event that damage is caused to the Site or any other property of the Council, whether by the Licensee its representatives or by any other person taking part in the Fitness Classes to notify the Council immediately and at the option of the Council, either make good the damage to the reasonable satisfaction of the Council or pay any costs incurred by the Council in making good the said damage.
- 3.8 Ensure that any property brought onto the Site and used by the Licensee for the purpose of the Fitness Classes is of good quality and fit for its purpose and to remove the same from the Site at the end of each session.
- 3.9 To be responsible for the supervision and control of the participants of the Fitness Classes.
- 3.10 To be responsible for the administration, organisation and running of the Fitness Classes and for having sufficient trained staff to fulfil these conditions and to comply with health and safety requirements.
- 3.11 That throughout the Licence Period the Licensee its agents servants and all persons acting by or under its direction or otherwise admitted by it to the Site shall strictly observe, perform

and abide by the instructions and regulations given or made by the Police or the Council from time to time.

- 3.12 To conduct promote and manage the Fitness Classes in a lawful and orderly manner and in accordance with the Health and Safety requirements.
- 3.13 Not to use or permit or suffer to be used on the Site any music equipment or amplification device or machine without the prior written consent of the Parks Services Manager.
- 3.14 Not to use or to permit or suffer to be used the Site or any adjacent land so as to cause annoyance or nuisance on the Site or in it's neighbourhood or to any person thereon or resorting thereto or to any persons resident within the neighbourhood and in particular the Council shall have absolute powers if it is of the opinion that nuisance as aforesaid is being caused by the Licensee by the undue amplification of or any other form of music or speech to forbid the use by the Licensee of such amplification whereupon the Licensee shall forthwith cease to use such amplification (notwithstanding that it may have previously been permitted pursuant to clause 3.13 above)
- 3.15 Not to permit or to suffer any drunkenness or immoral or disorderly conduct upon the Site and not to allow any exhibition or performance of indecent, disorderly, obnoxious or unsightly character or danger to the public or in contravention of the provisions of these conditions and the Council shall have the absolute right to stop any Fitness Classes which they may consider as coming within the purview of this clause
- 3.16 To observe all statutory and other provisions byelaws and regulations for the time being in force relating to the right granted under this Licence and any instructions and directions issued to the Licensee by the Police or any Fire Officer or the Parks Services Manager for London Borough of Bromley.
- 3.17 Not to affix nor to permit or to suffer to be affixed to, in or upon any placard or sign of advertisement without the prior written approval of the Council
- 3.18 To ensure that pedestrians are allowed unrestricted access along any public footpath located within the Site
- 3.19 Not to interfere with or make any alterations to the layout or arrangement of the Site without the prior written consent of the Council

- 3.20 Not to bring place or erect any sign furniture fitting or structure or place or fix any equipment or otherwise in or on any part of the Site without the prior written consent of the Council
- 3.21 To take all due precautions for the safety of the public and the Licensee's employees when using the Site
- 3.22 To permit the Council and others authorised by it at all reasonable times to enter and inspect all parts of the Site in order to satisfy itself that all conditions of this Licence have been complied with
- 3.23 Not to carry or allow to be carried out any photography filming video recording taping television or radio broadcasts or any other recording of any kind of the Fitness Classes on the Site during the Licence Period without prior written consent of the Council. If such consent is given the Council reserves the right to be a party to any regulations and the Terms and Conditions of any agreements reached and to share any income and publicity derived therefrom. It will be the Licensee's responsibility to acquire any written consent from participants involved in these acts. Any resulting media products are not to be used in any way to bring the Council into disrepute. No reference is to be made in any way that the Council endorses or supports the product activity or religious or political view
- 3.24 To be responsible for all safety aspects of the Site immediately prior to during or subsequent to the Fitness Classes and must accept liability for any loss damage injury or death howsoever and by whomsoever caused whether to property or person(s) at the Site arising out of or consequent upon the use of the Site or the exercise of the rights granted under this Licence
- 3.25 To indemnify the Council from and against all claims actions damages demands charges expenses proceedings cost or awards whatsoever in respect of any loss damage injury or death to person(s) or property arising out of or consequent upon the use of the Site or the exercise of the rights granted under this Licence
- 3.26 To take out Public Liability Insurance Cover for Third Party Risks including products liability where appropriate in a sum of not less than £5,000,000 (five million pounds) in respect of any one incident and keep itself so insured during the Licence Period and will at the request of the Council produce evidence of such insurance

**4 GENERAL PROVISIONS**

- 4.1 The Council accepts no responsibility for any property left on the Site before during or after the end of each session
- 4.2 This document constitutes a Licence and confers no tenancy between the Council and the Licensee of the Site or any part thereof and possession of the Site is retained by the Council subject to the rights hereby granted
- 4.3 The Council gives no warranty that the Site is legally or physically fit for the purpose specified under this License
- 4.4 The Council shall not be liable for any death injury to or for damage to any property or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Licensee in the exercise of the rights granted in this Licence (save in respect of death and personal injury only to the extent that the Council is found to be negligent)
- 4.5 The benefit of this Licence is personal to the Licensee and not assignable and the rights granted may only be exercised by the Licensee or it's authorised representatives
- 4.6 The Council may remove and store any property left by the Licensee in or upon the Site after any session. The Licensee shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal and storage. The Council is entitled to remove and sell in such manner as they think fit any property left at the Site as a result of the Licence not claimed within 28 days from the end of this Agreement

## **5 ENDING THIS LICENCE**

The rights given in this Licence shall end (without prejudice to the Council's right in respect of any breach of the obligations in clause 3):-

- 5.1 Immediately on notice given by the Council at any time following any breach of the Licensee's obligations contained in Clause 3

**5.2** On 31<sup>st</sup> March 20— - What is this year?

- 5.3 On 7 days notice by the Licensee to the Council and thereupon the Licensee and it's servants or agents or persons acting by or under the direction or authority of the Licensee shall forthwith quit and give up possession of the Site to the Council and shall not enter or re-enter the Site without the previous consent in writing of the Council PROVIDING ALWAYS that no action taken by the Council under this clause shall relieve the Licensee

of any obligation or liability which it may have incurred to the Council or otherwise under this Licence

**6 RIGHTS AS A LOCAL AUTHORITY**

- 6.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of it's functions as a Local Authority and the rights powers duties and obligations of the Council under any public and private statute byelaws orders and regulations may be as fully and effectually exercised in relation to the Site as if it were the owners thereof and as if the Licence had not been entered into by it

**SIGNED** on behalf of )  
**LONDON BOROUGH of BROMLEY)**

-----DATE-----

**Parks & Community Services Manager**  
**Parks and Greenspace Division**  
**Environmental Services Department**

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**SIGNED** on behalf of **THE LICENSEE**

-----DATE-----